

Combined Synopsis/Solicitation for HSCG23-08-B-PBT015

This is a combined synopsis/solicitation for commercial items prepared in accordance with the requirements of Section 4202 of the Clinger-Cohen Act (test program for commercial items) as implemented by Federal Acquisition Regulation (FAR) 13.500, this justification for other than full and open competition is supported by the following facts and rationale in the format described at FAR 6.303-2: the USCG is entering into a contract on a sole source basis with MTU Detroit Diesel to procure the specialized fixtures and jigs required for depot level maintenance and repair of the MTU 20V1163 Diesel Engine for training purposes. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

The United States Coast Guard (USCG) intends to enter into a contract on a sole source basis with MTU Detroit Diesel to procure the specialized fixtures and jigs required for depot level maintenance and repair of the MTU 20V1163 Diesel Engine. The MTU 20V1163 engine is the primary propulsion system for the National Security Cutter (NCS), and the technical test equipment and specially manufactured fixtures/jigs are critical in supporting a full-scale engine repair station for training USCG maintainers as part of a formal curriculum at the USCG National Engineering Training Facility. NACIS Code 333618 - Other Engine Equipment Manufacturing.

CLIN 00001: QL3 and QL4 Tools, Fixtures, and Jigs that are required to support the MTU 20V1163 TB 93 Diesel Engines that are integrated in the NCS population System for which MTU Detroit Diesel holds the propriety rights and is the sole manufacturer of the tools, fixtures and jigs to maintain this specific engine.; QTY: 01; Unit: LOT (Fixed Price)

CLIN 00002: Freight; QTY: 01; Unit: LOT (Cost Reimbursable)

Inspection and Acceptance:

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of goods and services to be provided.
- b. For the purpose of this SECTION, the Contracting Officer's Technical Representative is the authorized representative of the Contracting Officer.
- c. Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt of SF 1034.
- d. This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make its full text available.

52.246-2, Inspection of Supplies - Fixed Price (Aug 1996)
52.246-17, Warranty of Supplies of a Non-Complex Nature (JUN 2003)

Place of Performance: The primary place of performance shall be the Contractor's facility.

Delivery: The QL3 and QL4 Tools, Fixtures, and Jigs that are required to support the MTU 20V1163 TB 93 Diesel Engines that are integrated in the NCS population System shall be delivered F.O.B. Destination 12 Months ARO to:

Commanding Officer
USCG Training Center
Yorktown, VA 23690

FAR Provisions:

The provision 52.212-1 Instructions to Offerors—Commercial Items applies to this acquisition.
As prescribed in 12.301(b)(1), insert the following provision:

INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS
(JUNE 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A full list in of QL3 and QL4 Tools, Fixtures, and Jigs that are required to support the MTU 20V1163 TB 93 Diesel Engines that are integrated in the NCS population System. The list shall be in the English language, and the source for each item shall be indicated on the list. The list shall contain a full and complete description of the items on the list.
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the

offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(j) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

The provision 52.212-2 Evaluation—Commercial Items applies to this acquisition.

As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

a. PRICE: The Government will evaluate the total overall price to determine price reasonableness. Vendors shall provide their total proposed price to meet the requirements outline in the specifications.

Basis of Award: This order shall be awarded to the vendor's evaluated price.

(b) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

The following FAR provisions are incorporated by reference:

The provision 52.212-3 - Offeror Representations and Certifications - Commercial Items applies to this acquisition. Offerors are advised to submit a completed copy of the provision with their offer.

The provision 52.212-4 - Contract Terms and Conditions - Commercial Items applies to this acquisition.

The provision 52.212-5 - Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items applies to this acquisition.

Additional FAR and HSAR clauses:

The following FAR clauses are incorporated by reference:

52.203-7, Anti-Kickback Procedures (Jul 1995)

52.222-3, Convict Labor (June 2003)

52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008)

52.222-21, Prohibition of Segregated Facilities (Feb 1999).

52.222-26, Equal Opportunity (Mar 2007)

52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)

52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)

52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the

52.222-50, Combating Trafficking in Persons (Aug 2007)

52.225-1, Buy American Act—Supplies (June 2003)

52.225-5, Trade Agreements (Nov 2007)

52.225-13, Restrictions on Certain Foreign Purchases (June 2008)

52.232-30, Installment Payments for Commercial Items (Oct 1995)

52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)

52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999)

52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)

52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006)

52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)

The following HSAR clauses/provisions are incorporated by reference:

HSAR 3052.209-70 – Prohibition on contracts with corporate expatriates (DEC 2003)

HSAR 3052.209-72 Organizational conflict of interest (JUN 2006)

CG-912 CLAUSES:

**CG-9121 - ORGANIZATIONAL CONFLICTS OF INTEREST FOR CONTRACTS
AWARDED BY THE U.S. COAST GUARD OFFICE OF CONTRACT OPERATIONS**

(a) The contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, he or she does not have any organizational conflict of interest, which is defined as a situation in which the nature of work under a government contract and a contractor's organizational, financial, contractual or other interests are such that:

(1) Award of the contract may result in an unfair competitive advantage; or

(2) The contractor's objectivity in performing the contract work is or might be otherwise impaired.

(b) The contractor agrees that if after award he or she discovers an actual or apparent organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the contracting officer which shall include a description of the action which the contractor has taken or intends to take to eliminate or neutralize the conflict. *The government may, however, terminate the contract for the convenience of the government if it would be in the best interest of the government.*

(c) In the event the contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the contracting officer, *the government may terminate the contract for default.*

(d) The provisions of this clause shall be included in all subcontracts and consulting agreement wherein the work to be performed is similar to the service provided to the Government by the prime contractor. The contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize organizational conflicts of interest.

(END OF CLAUSE)

All responsible sources may submit a bid which shall be considered by the United States Coast Guard. Responses are due by **September 23, 2008** no later than 14:00 ET. There will be no exceptions to the time and date on which responses are due, unless determined otherwise by the Government.

Any questions or concerns regarding any aspect of this IFB shall be forwarded only to the Contract Specialist, Robert Mann-Thompson via e-mail, robert.a.mann-thompson@uscg.mil, **by September 18, 2008** no later than 14:00 ET.

When responding, please include the solicitation number on the subject line. To verify receipt of your response, please contact the contract specialist, Robert Mann-Thompson via e-mail, robert.a.mann-thompson@uscg.mil.